Supreme Court, U.S.
FILED
FEB 22 1999

No. 98-2046

In The
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM, 1998

LYDIA THOMPSON,
Petitioner,

v.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
SOLICITOR GENERAL OF THE UNITED STATES
Respondent.

Petition for a Writ of Certiorari to the United States Court of Appeals for the Federal Circuit

PETITION FOR A WRIT OF CERTIORARI

Lydia Thompson
Pro se
15521 Peach Walker Drive
Bowie, MD 20716
(202) 358-0315

June 22, 1999

40PP

QUESTIONS PRESENTED

(1) Is the agency, National Aeronautics and Space Administration (NASA), to comply with the intent of the November 16, 1993, order by the Merit Systems Protection Board, signed by Honorable Joseph E. Clancy, Administrative Judge?

(2) Is the settlement agreement signed by NASA employees and Ms. Lydia Thompson on January 13, 1994, to be declared null and void according to the Office of Personnel Management (OPM) regulations?

(3) If Ms. Lydia Thompson must live with the settlement agreement, will the Supreme Court of the United States enforce the agreement?

(4) Can Ms. Lydia Thompson become "whole" approaching 26 years of Federal service?

(5) Should Ms. Lydia Thompson have the right to produce new evidence in the Supreme Court?

PARTIES TO THE PROCEEDING

LYDIA THOMPSON
Pro se
15521 Peach Walker Drive
Bowie, Maryland 20716

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
SOLICITOR GENERAL OF THE UNITED STATES
FOR THE AGENCY

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I, Lydia Thompson (hereinafter "Ms. Thompson") Petitioner herein, and petitions for a Writ of Certiorari to review the decision of the courts to the United States Court of Appeals for the Federal Circuit and the United States of America Merit Systems Protection Board (MSPB).

OPINIONS BELOW

U. S. Court of Appeals for the Federal Circuit
Docket No. 98-3283

MSPB Docket No. DC-0432-93-0618-C-4

JURISDICTION

This Petition was filed on April 23, 1999, and extended to June 22, 1999, to be rewritten in a revised format.

STATEMENT OF THE CASE

Ms. Thompson was illegally terminated by her unofficial supervisor on March 5, 1993, for 8 typing errors and administrative complaints in one year while approaching 20 years of Federal service. Ms. Thompson was terminated, because she made a verbal complaint to NASA's Equal Employment Office (EEO) requesting to be transferred to another office. Because her unofficial supervisor had demanded that she record her daily activities each day which caused her to have surgery on her right hand for carpal tunnel syndrome release. While Ms. Thompson's right hand was recovering from surgery, her unofficial supervisor demanded that Ms. Thompson take telephone messages with her left hand (when she is a right handed person) which caused her to have surgery on her left hand for carpal tunnel syndrome release.

On October 1, 1991, Ms. Thompson made a verbal complaint to NASA's EEO. On October 3, 1991, Ms. Thompson's unofficial supervisor tried to remove her "Superior Accomplishment Award," see Appendix C. On March 5, 1993, Ms. Thompson was illegally terminated.

On November 16, 1993, the Honorable Joseph E. Clancy, Administrative Judge, of the Merit Systems Protection Board (MSPB) ordered the NASA, to return Ms. Thompson to employment on a temporary basis. NASA did not reinstate Ms. Thompson to temporary employment until December 13, 1993.

The settlement agreement, signed by NASA employees and Ms. Thompson on January 13, 1994, and filed with the MSPB, is inconsistent with the law

and the Office of Personnel Management (OPM) regulations,

Ms. Thompson was intimidated, threatened and coerced into signing the settlement agreement to settle out-of-court by NASA and her former attorney, Mr. Falk (at this time he was her fourth attorney). Ms. Thompson did not know that she was terminated illegally by

NASA. Mr. Falk harassed Ms. Thompson for weeks to sign the settlement agreement and negotiating with NASA for his fees. Mr. Falk threaten he would no longer represent her unless she gave him $10,000 in cash for his current fees or sign the agreement to settle-out-of-court.

Ms. Thompson did not know until she contacted another attorney in November 1995 that it was unethical for Mr. Falk to threaten Ms. Thompson to sign the settlement agreement or pay him $10,000 in cash for his fees or he would no longer represent her. Also it was unethical for Mr. Falk to , "double dipping" for his fees by taking money from NASA and from his client, Ms. Thompson. Mr. Falk was paid $7,500 (lump sum) for his fees by NASA, and Ms. Thompson paid Mr. Falk $500 plus monthly payments for his fees for over one year.

NASA's attorney threatened Ms. Thompson into signing the settlement agreement:

(1) Ms. Thompson would not receive her "within grade increase" that was illegally denied in June 1992, unless she signed the settlement agreement and after signing the settlement agreement she would be placed on probation for 90 days.

NASA valid the OPM regulation to give Ms. Thompson her "within grade increase" after she had already "past the 90-day waiting period". NASA regulations does not "state" that the employee has the right to go to OPM for an illegal action.

(2) If Ms. Thompson had not sign the settlement agreement, documents pertaining to being terminated would not be removed and destroyed from her Federal service file. The illegal documents would be destroyed only when she signed the agreement to settle-out-of-court. The documents would be destroyed so

there would be no evidence to show that Ms. Thompson was ever terminated. Ms. Thompson has always been a dedicated, responsible, and respected employee for nearly 20 years of Federal service when this occurred.

During this time Ms. Thompson was surviving on her credit cards and did not want to go through foreclosure on her house or claim bankrupts. Ms. Thompson did not have $10,000 in cash to pay Mr. Falk to continue with this case.

HEALTH BENEFITS

Ms. Thompson did not know that she needed to have 5 years of continuous coverage of her health benefits before she ca.. retire from Federal service, or if she had to retire on disability due to reoccurring carpal tunnel syndrome in both hands (an occupational disease), see 5 USCS 8905. NASA reinstated Ms. Thompson has a new employee on

December 13, 1993, as though she had never been in the Federal service before, and discredit Ms. Thompson's 20 years of Federal service. NASA needs to restore Ms. Thompson's health benefits coverage prior to her separation on March 5, 1993.

Ms. Thompson discovered this information in the "Washington Post" newspaper January 7, 1995. Stating: Federal workers must be enrolled in a health plan for at least five years before retiring to keep their coverage after they retire. Ms. Thompson has had carpal tunnel syndrome since she has been working at NASA since 1988.

NASA has refused to reimburse Ms. Thompson for her health insurance that she has paid for NASA's portion. On February 1, 1994, Ms. Thompson provided copies to NASA's personnel officer as NASA requested at settlement agreement meeting. NASA claims Ms. Thompson did not want this amount of money deduction from her back pay. In fact, this amount of money is a reimbursement to Ms. Thompson and not a deduction from her back pay. Ms. Thompson's back pay shows a

deduction for "hospital insurance tax" (HIT) which was formerly FICA and now known as Social Security/Medicare and not a deduction for her health premiums. NASA has refused to reimburse Ms. Thompson for her Health Premiums. Also known as Federal Employee Health Benefits **"FEHB"** that she has paid for NASA's portion, as well as, her portion.

Health Benefits Coverage

$ 281.36	Coverage 4/7/93-5/31/93
1,100.96	Coverage 6/93-12/31/93 ($157.28 x 7)
1,382.32	Paid by Ms. Thompson (includes Agency share)
-346.95	Ms. Thompson's share
1,035.37	($38.55 x 9)
-30.45	Over payment (Agency
1,004.92	picked up 12/26/94)
+18.32	Postage paid by Ms. Thompson
$1,023.24	Amount due to Ms. Thompson Plus Interest Due

Furthermore, Ms. Thompson was never informed by NASA or her attorney of her legal rights. The OPM regulations regarding offset of back pay and that the refunded retirement contributions should have been deducted from her gross pay after the interim earnings as required by OPM regulations 5 C.F.R. 550.805(e)(2).

The Back Pay Act of 1966, as amended, 5 U.S.C. Section 5596 (1982), entitles an employee to back pay when he/she undergoes an unjustified or unwarranted personnel action which results in the withdrawal or reduction of all or part of his/her pay.

Implementing regulations contained in 5 C.F.R. Section 550.805(a) (1984) provide that when an appropriate authority corrects an unjustified or unwarranted personnel action, the agency must compute the employee's pay and allowances as if the Personnel action had not occurred. Under 5 C.F.R. Section 550.805(e)(2), the agency is required to deduct from back pay any erroneous payments
received from the Government as a result of the unjustified or unwarranted personnel action.

The provisions of FPM Letter 550-76, July 15, 1982, explain that the "erroneous payments" which must be deducted from back pay under section 55.805(e)(2) include retirement annuity payments, refunds of retirement contributions, payments of severance pay, and lump-sum payments for annual leave. With respect to refunded retirement contributions, paragraph 5b of FPM Letter 550-76 provides that:

b. Refunds of retirement contributions. The retirement law (5 U.S.C. 8342(a)) authorizes the refund of an employee's retirement contributions only upon absolute separation from the service. Therefore, when a refund of retirement contributions is paid to an employee based on a separation which is subsequently found to be erroneous and is cancelled by restoring the employee to duty retroactively so that there was no

break in the service, the restoration to duty removes the legal basis for the refund. A refund that was paid in error represents a debt due the retirement fund that must be deducted from any back pay entitlement. The employee is regarded as never having been separated, he/she may not retain retirement contributions which, under 5 U.S.C. Section 8342(a), are refundable only upon separation from the service or transfer to a position which is not covered by the Civil Service Retirement System. The financial obligations to Ms. Thompson and to the NASA must avoid a net indebtedness to the Federal Government.

Accordingly, in line with the provisions of FPM Letter 550-76, the refund of retirement contributions must be offset against back pay awarded under 5 U.S.C. Section 5596.

See the Decisions of the Comptroller General B-213539. Matter of: Angel F. Rivera - Deductions from Backpay - Waiver of Erroneous Payments, November 20, 1984.

Introducing new finding of violation: NASA has improperly deducted from Ms. Thompson's back pay award sum equal to amount of unemployment compensation of $10,008 employment received from the District of Columbia. Unemployment compensation paid by state to Federal civilian employee during period of wrongful separation, may not be deducted from subsequent backpay award; compensation received from state should be refunded to state. 1983, 63 Op.Comp.Gen.99.

See the Decisions of the Comptroller General B-235638, December 4, 1990. Matter of Chung Yang Kido - Backpay Award - Deduction of Outside Earnings.

See the Decisions of the Comptroller General B-244082, December 16, 1991. Matter of Dan D. Sandoval - Backpay Computation - Federal and State Taxes - Waiver.

BACKGROUND

Ms. Thompson was approaching her 20-year of Federal service on March 5, 1993, when she was illegally removed from the Federal service by her unofficial supervisor for 8 typing errors in one year and administrative complaints within the office. While Ms. Thompson was taking pain medication during her recuperation from surgery on both feet at the same time. Ms. Thompson went to NASA's Equal Employment Opportunity (EEO) seeking a transfer to another office when she made a verbal complaint on October 1, 1991, to NASA's EEO that she had received carpal tunnel

syndrome in both hands. Because her unofficial supervisor insisted that Ms. Thompson make a daily written record of her activities causing Ms. Thompson to have surgery on her right hand for carpal tunnel syndrome. The unofficial supervisor insisted that while Ms.Thompson's right hand was recuperating from surgery, that she take telephone messages for the office with her left hand, even though she is a right handed person. Three months later Ms. Thompson had to have surgery on the left hand for carpal tunnel syndrome. Two days after Ms. Thompson made a verbal complaint to EEO she received written notice that NASA was retaliating against her by attempting to remove her Special Act/Service Award, and return the $250 check to the U.S. Treasury Department.

WITHIN GRADE INCREASE

NASA's refuses to remove Ms. Thompson's improper denial of her "Within Grade Increase" that was due June 14, 1992. Even though, Ms. Thompson had signatures from two separate supervisors' giving her satisfactory, highly satisfactory, and outstanding performance on an applicant appraisal forms, dated March 20, 1992. Though her official supervisor, Dr. Bunner, signed an affidavit one-year later denying his comments that Ms. Thompson was doing highly satisfactory and outstanding performance in the office. On July 11, 1996, Ms. Thompson has documentation to prove that the affidavit that Dr. Bunner signed is not the truth. Dr. Bunner states that Ms. Thompson, "did good work".

NASA's regulations do not inform their employees that they have a right to go to MSPB for the denial of their "Within-Grade Increase". Furthermore, NASA was in violation of the Law, under the provisions of section 5335 of title 5 United States Code. In accordance with reference (a), sub-section 531.405, paragraph (a)(iii), sub-section 531.406, paragraph (b)(2) (ii). Ms. Thompson had already exceed the 90-day waiting period for her "Within Grade Increase" on March 14, 1992, when NASA gave Ms. Thompson notice on March 18, 1992, that her performance was unacceptable. NASA was 4 days late on giving Ms. Thompson notice to deny her "Within-Grade Increase". Then, on March 20, 1992, Ms. Thompson received two applicant appraisal forms signed by the supervisors that her performance was satisfactory, highly satisfactory, and outstanding.

ISSUES

1. Settlement agreement, signed on January 13, 1994, is a violation against OPM regulations.

2. Ms. Thompson needs to be a whole employee while approaching her 26th year of Federal service.

3. Make NASA reimburse Ms. Thompson for the Unemployment money in the amount of $10,0008 plus interest.

4. Make NASA reimburse Ms. Thompson for her Health Premiums of $1,023.24, plus interest since April 1993.

5. Make NASA restore Ms. Thompson's health benefits coverage to the date of her separation, March 5, 1993, to show no break in service.

6. Make NASA restore Ms. Thompson's Refunded of Retirement Contributions according to OPM regulations 5 C.F.R. 550.805(e)(i) and (2).

7. Make NASA remove files in the Payroll Office and the Health Unit Office relating to Ms. Thompson's termination and harassment of her and harassment of her doctor for information, and files before and after her termination.

8. Make NASA remove form SF-50 improper denial of Ms. Thompson's "Within Grade Increase" of June 14, 1992.

9. Make NASA restore Ms. Thompson's "Within Grade Increase" to June 14, 1992, which was an improper denial. Her "Within Grade Increase" needs to be retroactive from June 14, 1992 to November 16, 1993 with interest.

10. Make NASA pay Ms. Thompson's request for reimbursement of attorney consultation and court fees with interest for the estimated amount of $4,300.

REASONS FOR GRANTING THE WRIT

On November 16, 1993, the Honorable Joseph E. Clancy of the MSPB found Ms. Thompson to be illegally terminated for the following reasons:

(1) Ms. Thompson received her official supervisor on October 4, 1992, on October 22, 1992 Ms. Thompson received written notice of her "Proposed Removal." On March 5, 1993, Ms. Thompson was illegally terminated. According to the OPM law and regulations Ms. Thompson must be under this new official supervisor for 1 year, instead she was only under this supervisor for less than 5 months.

(2) Ms. Thompson's official position description was not up-to-date according to OPM regulations.

The settlement agreement is inconsistent with the law and the Office of Personnel Management (OPM) regulations, in as much as, the OPM regulations were promulgated in accordance with the requirements of the Civil Service Retirement Act.

In essence the regulations have the force and the effect of the law which can not be changed by the settlement agreement. It is mandatory that NASA applies OPM regulations and not the settlement agreement which is null and void. The settlement agreement signed by NASA employees can not over rule the OPM regulations or procedures, in other word it is invalid and has no legal force.

Ms. Thompson was never informed of her legal rights under the OPM regulations.

Ms. Thompson did not know that she needed to have 5 years of continuous coverage of her health benefits before she could retire from Federal service or to retire on disability. Ms. Thompson only has 4 years in her health benefits, although she is approaching 26 years of Federal service.

NASA did not follow OPM regulations. NASA denied Ms. Thompson's "within grade increase" after she had already "past the 90-day waiting period". In violation of the Law, under the provisions of Section 5335 of Title 5, United States Code.

NASA made administrative errors regarding Ms. Thompson's back pay: returning retirement refund to the system, "within grade increase" needs to be retroactive to June 14, 1992, reimbursement of health coverage to be paid to Ms. Thompson, restore health benefits prior to separation of March 5, 1993. NASA needs to follow OPM regulations, 5 C.F.R. Section 550.801 Subpart H Back Pay.

Back Pay 5 U.S.C. Section 5596 of 1986 and 1996 has not changed. Under 5 C.F.R. Section 550.805 (e) (2), the agency is required to deduct from back pay, any erroneous payments received from the Government as a result of the unjustified or unwarranted personnel action.

Refunds of retirement contributions

The retirement law (5 U.S.C. Section 8342(a)) is paid to an employee based on a separation which is subsequently found to be erroneous and is cancelled by restoring the employee to duty retroactively so that there was no break in the service, the restoration to duty removes the legal basis for the refund. A refund that was paid in error represents a debt due the retirement fund that must be deducted from any backpay entitlement. The employee is regarded as never having been separated, he/she may not retain retirement contributions which are refundable only upon separation from the service which is not covered by the Civil Service Retirement System. The financial obligations to Ms. Thompson and to NASA must avoid a net indebtedness to the Federal Government.

CONCLUSION

Ms. Thompson has suffered since 1991, because of the injustice she has received from the unofficial supervisor, NASA's management, NASA's attorney and her former attorneys.

Ms. Thompson has worked hard at NASA for her good name and her reputation as seen below:

1990/1991 Received a "Special Act/Service Award" certificates with $250
1992 NASA was working up a case to remove Ms. Thompson
1993 NASA terminated Ms. Thompson
1994 Rebuilding her reputation
1995 Received a "Special Act/Service Award" certificate with $600
1996 Received a letter of appreciation from The White House
1997 Received a NASA Headquarters Exceptional Performance Award.

Ms. Thompson very respectfully prays that the Court will see that her rights have been violated and that justice will be done on Ms. Thompson's behalf. Ms. Thompson pleads for your mercy, and waits to become whole again while approaching 26 years of Federal service.

Ms. Thompson has requested in vain since 1994 to become "whole" approaching 26 years of Federal service.

Ms. Thompson did not know that making a verbal complaint to NASA's EEO would cause her to be terminated while approaching 20 years of Federal service. Ms. Thompson has been fighting the court system since 1994 in vain. Ms. Thompson pleads the Court to not let her be like the NASA employee who retired a year ago with 62 and 1/2 years of Federal service who was over 80 years old.

I, Lydia Thompson, respectfully request the Supreme Court and your assistance in this matter. Should you need further information, please advise me.

L. Thompson

Ms. Lydia Thompson
15521 Peach Walker Drive
Bowie, MD 20716
(202) 358-0315

APPENDIX A

States Court of Appeals for the Federal Circuit

98-3283

LYDIA THOMPSON,
Petitioner,

v.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
Respondent.

Judgment

ON APPEAL from the Merit Systems Protection Board

in CASE NO(S). DC0432930618-C-4

This CAUSE having been heard and considered, it is

ORDERED and ADJUDGED:

AFFIRMED.

ENTERED BY ORDER OF THE COURT

DATED NOV 24, 1998

/s/
Jan Horbaly, Clerk

ISSUED AS A MANDATE: JANUARY 15, 1999

BACKGROUND

Ms. Thompson was dismissed for her secretarial position with NASA on March 5, 1993. She filed an appeal with the Merit Systems Protection Board (Board) contesting her dismissal, and the case was ultimately settled by agreement signed on January 13, 1994. Ms. Thompson challenged the validity of the settlement agreement arguing that she entered into it involuntarily, but the Board denied Ms. Thompson's request to reopen and reconsider its decision dismissing the case as settled. On November 6, 1996, Ms. Thompson refiled a petition for enforcement of the settlement agreement.

The Board addressed each of the alleged breaches by NASA of the settlement agreement and found no breach. Specifically, the Board found that NASA properly restored Ms. Thompson's health benefits to reflect a continuity in coverage and properly reimbursed her for premiums she paid during her separation from service. The Board also found that the documentation of her termination was expunged from her personnel file, and an appropriate amount of sick leave had been restored. The Board also found that the "window" within which Ms. Thompson had to use her annual leave was not improperly narrow under 5 C.F.R. s 630.306(a), and NASA did not improperly compute Thompson's back pay because she was responsible under the settlement agreement for making her retirement contributions. Finally, the Board found that Ms. Thompson was properly paid the $7,500 for attorney fees, which constituted the agree amount as set forth in the settlement agreement. Ms. Thompson appeals from the decision denying her petition for enforcement of the settlement agreement.

DISCUSSION

On appeal, Ms. Thompson complains that a refunded retirement contribution should have been deducted from Ms. Thompson's gross pay as required by 5 C.F.R.550.805(e)(2); she should have continual health benefits coverage under 5 U.S.C. Section 8905; and she should be reimbursed for her health premiums paid during separation from service.

We may only set aside the initial decision if we find that Administrative Judge's findings to be:

(1) arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law;

(2) obtained without procedures required by law, rule, or regulation having been followed; or

(3) unsupported by substantial evidence...

5 U.S.C. Section 7703© (1994).

Ms. Thompson appears to be arguing that the settlement agreement is not in accordance with law. Ms. Thompson, however, does not explain how the agreement is contrary to law or how NASA allegedly breached the agreement.

The settlement agreement provides:

> e. NASA shall issue a check to Ms. Thompson for back pay for the period from March 5, 1993 through November 15, 1993, with interest at the legal rate, less all deductions for taxes, applicable benefits, applicable insurance and retirement fund contributions for the applicable period, less any set-off of compensation received by Ms. Thompson during the period of time between March 5, 1993 and November 16, 1993.
>
> j. NASA shall explain the process and documents to Ms. Thompson for restoration of her Civil Service Retirement Account. It is Ms. Thompson's understanding that Ms. Thompson can replenish her retirement account, with interest, and that her withdrawal and restoration of her retirement account is not a taxable event and that these matters are beyond NASA's control and jurisdiction.

Under these provisions of the agreement, the Board properly determined that Ms. Thompson was responsible for repaying her Retirement Account and NASA should, therefore, not deduct contributions from her gross pay that it was not required to make on her behalf.

Concerning Ms. Thompson's allegations concerning continual health benefit coverage and reimbursement of premiums, the Board specifically found that "the agency submitted evidence showing that (Ms. Thompson) was reimbursed for the premiums in question as part of her back pay award. The agency also submitted evidence showing that (Ms. Thompson's) health coverage has remained continuous..." Thompson v. NASA, DC-0432-93-0618-C-4, slip op. at 2 (MSPB August 22, 1997). Ms. Thompson has offered no evidence to refute these findings. We hold that the Board's decision is supported by substantial evidence.

CONCLUSION

We affirm the Board's denial of Ms. Thompson's petition for enforcement of her settlement agreement with NASA concerning her claim of improper termination.

UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT

NOTICE OF ENTRY OF
JUDGMENT ACCOMPANIED BY OPINION

OPINION FILED AND JUDGMENT ENTERED: 11/24/98

The attached opinion announcing the judgment of the court in your case was filed and judgment was entered on the date indicated above. The mandate will be issued in due course.

Information is also provided about petitions for rehearing and suggestions for rehearing in banc. The questions and answers are those frequently asked and answered by the Clerk's Office. Costs are taxed against the Petitioner(s) in favor of the Respondent(s) under Rule 39. The party entitled to costs is provided a bill of costs form and an instruction sheet with this notice.

The parties are encouraged to stipulate to the costs. A bill of costs will be presumed correct in the absence of a timely filed objection.

Costs are payable to the party awarded costs. It costs are awarded to the government, they should be paid to the Treasurer of the United States. Where costs are awarded against the government, payment should be made to the person(s) designated under the governing statutes, the court's orders, and the parties' written settlement agreements. In cases between private parties, payment should be made to counsel for the party awarded costs or, if the party is not represented by counsel, to the party pro se. Payment of costs should not be sent to the court. Costs should be paid promptly.

If the court also imposed monetary sanctions, they are payable to the opposing party unless the court's opinion provides otherwise. Sanctions should be paid in the same way as costs.

Exhibits and visual aids shall be promptly retrieved by the party that lodged them with this court.

JAN HORBALY
Clerk

cc: LYDIA THOMPSON
THOMAS D. DINACKUS

THOMPSON V NASA, 98-3283
MSPB - DC0432930618-C-4

United States Court of Appeals for the Federal Circuit

98-3283

LYDIA THOMPSON,

Petitioner,

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,

Respondent,

DECIDED: November 24, 1998

Before RICH, PLAGER, and BRYSON, Circuit Judges.

PER CURIAM.

Decision

Ms. Thompson appeals from a decision by Administrative Judge Clancy, DC-0432-93-0618-C-4, that became final on June 1, 1998, denying Ms. Thompson's petition for enforcement of a settlement agreement with the National Aeronautics and Space Administration (NASA). We affirm.

APPENDIX B

UNITED STATES OF AMERICA
MERIT SYSTEMS PROTECTION BOARD

LYDIA THOMPSON, Appellant,	)	DOCKET NUMBER DC-0432-93-0618-C-4
v.	)	
NATIONAL AERONAUTICS & ADMINISTRATION, Agency.	)	DATE: Jun 1, 1998

Lydia Thompson, Bowie, Maryland, pro se.

Sara Najjar-Wilson, Esquire, Washington, D.C.,
for the agency.

BEFORE
Ben L. Erdreich, Chairman
Beth S. Slavet, Vice Chair
Susanne T. Marshall, Member

ORDER

After full consideration, we DENY the appellant's petition for review of the initial decision issued on August 22, 1997, because it does not meet the criteria for review set forth at 5 C.F.R. 1201.115. This is the Board's final order in this appeal. The initial decision in this appeal is now final. 5 C.F.R. s 1201.113(b).

NOTICE TO THE APPELLANT REGARDING FURTHER REVIEW RIGHTS

You have the right to request the United States Court of Appeals for the Federal Circuit to review the Board's final decision in your appeal it the court has jurisdiction. See 5 U.S.C. x 7703(a)(1). You must submit your request to the court at the following address:

United States Court of Appeals
for the Federal Circuit
717 Madison Place, N.W.
Washington, DC 20439

The court must receive your request for review no later than 30 calendar days after receipt of this order by your representative, if you have one, or receipt by you personally, whichever receipt occurs first. See 5 U.S.C. s 7703(b)(1).

FOR THE BOARD:

/s/

Robert E. Taylor
Clerk of the Board

Washington, D.C.

APPENDIX C

October 3, 1991

SENSITIVE - DESTROY AFTER READING

Charlie:

This regards the Lydia Thompson award.

Please excuse the note rather than a personal meeting, but your schedule is crowded and I think we need to bring the matter to closure quickly.

I made discrete inquiries with the right people and found that, once issued, there's no way to return an award without being very visible. For starters, a request from Len would be required which details the reasons, and I don't think he would be willing to take such action. NASA Personnel, payroll, accounting, as well as the Treasury would be involved in reversing the action. This means that a lot of folks would know about it. Aside from the obvious embarrassment to OSSA, there's a matter of the employee almost certainly learning of it.

Sorry I don't have better news but, under the circumstances, I recommend that you proceed as previously planned.

/s/
Fran S.

Don't *EVER* give up!